

SPECIAL MEETING OF BERKELEY COUNTY COUNCIL

Chairman: Mr. James H. Rozier, Jr., Supervisor
Vice Chairman: Mr. William E. Crosby, District No. 3

A **SPECIAL MEETING OF BERKELEY COUNTY COUNCIL** was held on **Monday, October 13, 2003**, in the Assembly Room of the Berkeley County Office Building, 223 North Live Oak Drive, Moncks Corner, South Carolina, at 8:45 p.m.

PRESENT: Mr. James H. Rozier, Jr., Supervisor, Chairman; Mr. Milton Farley, Council Member District No. 1; Mrs. Judith K. Spooner, Council Member District No. 2; Mr. William E. Crosby, Council Member District No. 3; Mr. Charles E. Davis, Council Member District No. 4; Mr. Dennis L. Fish, Council Member District No. 5; Mrs. Judy C. Mims, Council Member District No. 6; Mr. Caldwell Pinckney, Jr., Council Member District No. 7; Mr. Steve C. Davis, Council Member District No. 8; Mrs. Nicole Ewing, Deputy County Attorney; and Ms. Barbara B. Austin, Clerk of County Council.

Pursuant to the Freedom of Information Act, notice of the meeting date, time, place and agenda was posted on the bulletin board at the entrance of the County Office Building, 223 N. Live Oak Drive, Moncks Corner, South Carolina, the Berkeley County Library, and mailed to the newspaper, radio stations, television stations and concerned citizens.

Chairman Rozier called the meeting to order and stated the Invocation and Pledge of Allegiance to the Flag of the United States of America had been delivered earlier that evening.

It was moved by Council Member Spooner and seconded by Council Member Crosby to enter into Executive Session for the receipt of legal advice where the legal advice relates to a pending, threatened, or potential claim or other matters covered by the attorney-client privilege. This motion was passed by unanimous voice vote of the Council.

Council entered into Executive Session at 8:45 p.m., and returned to Special Session at 9:05 p.m.

Mrs. Nicole Ewing, Staff Attorney, stated Council went into Executive Session for the reason stated in the motion. No formal action was taken.

A. Presentation by Strategic Development Group, Inc.

Chairman Rozier introduced Mr. Mark Williams, with Strategic Development Group, Inc. Mr. Williams and his organization were contracted to perform an analysis of the County's fee-in-lieu program to determine if it was being properly managed.

Mr. Mark Williams stated a comprehensive analysis of all Berkeley County fee-in-lieu programs was conducted by his organization in the past three to four months. It was found that, "things were in remarkably good shape in terms of fee collections." Because of the complexity of these fees, fee log-in and monitoring systems had been designed to ensure collection of fees due the County.

Chairman Rozier recommended addressing **Item C-1** as the next item on the agenda, with **Item B-1** to follow thereafter. No objection was made.

C. RESOLUTION:

1. Resolution proclaiming the week of October 23-31, 2003 as **National Red Ribbon Week** in Berkeley County. [Recommended by Committee on Community Services]

It was moved by Council Member Crosby and seconded by Council Member Spooner to adopt the Resolution proclaiming the week of October 23-31, 2003, as National Red Ribbon Week in Berkeley County. This motion was passed by unanimous voice vote of the Council. (A copy of Resolution R-03-48 is attached to these minutes.)

B. J. Marc Hehn, Director, Berkeley County Water and Sanitation Authority, Re:

1. Debarment of D & S Construction

Chairman Rozier stated proper procedures, pursuant to Section 12, Legal and Contractual Remedies of the Procurement Procedures, Berkeley County Water and Sanitation Authority, would be followed during the hearing. He said each side would have the right to be heard. This was not a trial, so there would be no cross-examination. Council, however, was allowed to ask questions, as they deemed necessary, of the people testifying. One hour of time would be allowed for each side. Each witness would be sworn in before speaking.

Ms. Bright Ariail, Attorney representing Berkeley County Water and Sanitation Authority (BCWSA), distributed a binder to each Council Member entitled, "Debarment of D&S Construction of Pineville, October 13, 2003." Ms. Ariail stated, "It is the recommendation of Berkeley County Water and Sanitation Authority that D&S be debarred, based on their performance on the Thurgood Road & Strawberry Area water and sewer extension project." Using the binder handout, Ms. Ariail referred to:

- Page 27, Section 7, "legal and contractual remedies" available to the Berkeley County Water and Sanitation Authority.
- Page 28, Section B, the "authority" of debarment of a contractor, specifically, "1. After reasonable notice to the person involved and reasonable opportunity for that person to be heard, County Council, after consultation with the County Attorney,

shall have authority to debar a person for cause from consideration for award of contracts. The debarment shall not be for a period of more than three years.”

- Page 28-29, Section B, 2, “Causes for debarment or suspension,” specifically, “d. Violation of contract provisions, as set forth below, of a character which is regarded by the Director of Procurement to be so serious as to justify debarment action: (1) Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or (2) A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment.”
- Page 29, Section 3, “Decision. County Council, through the Director of Procurement, shall issue a written decision within thirty days to debar or suspend. The decision shall state the reason for the action taken.”

Ms. Ariail called her first witness, Mr. Bob Hoffman, to the podium.

Mr. Bob Hoffman stated he was an Engineer and Project Manager for Jordan, Jones & Goulding (JJ&G), a consulting engineering firm. JJ&G was responsible for periodic on-site observation of the project and administration of the contract. JJ&G also made recommendations to the BCWSA during the construction phase of the project. This project consisted of approximately 1,600 linear feet of eight-inch gravity sewer line, 10 manholes and 800 linear feet of small diameter two-inch water lines. Original contract amount was \$239,135. Notice to proceed was issued by BCWSA on August 26, 2002. Contract completion time was 120 consecutive calendar days. The contract completion date would have been December 24, 2002. During the process of construction, there were changes to the scope of work, which carried legitimate extensions of time. There were periods of rainfall and impact days due to rainfall. There was an extended administrative delay during the period between the initial notice of default and acceptance of a plan for completion of the project.

Chairman Rozier restated the notice to begin construction was August 26th, but construction did not begin until November 15th. He asked if this was due to rainfall.

Mr. Hoffman stated the contractor did not mobilize to the site until November 15th.

Mr. Hoffman stated pertinent communications (meetings and correspondence), took place between JJ&G, BCWSA and the contractor. Six meetings were held between November, 2002, and June, 2003. The first meeting took place shortly after mobilization. At this time, it was indicated to the contractor the importance of timely completion to avoid impacts on grant funding. In addition, it was indicated to D&S that termination of the contract would be considered if immediate action to carry the contract to completion was an issue. On February 25, 2003, a meeting was held to address concerns regarding the quality and skill of supervision and workmen assigned to the project. The contractor

was advised that termination of the D&S contract could be required as a result of these issues. On May 6, 2003, a meeting was held along with representatives of the Federal funding agency and local COG. During this time, the need for skilled supervision was discussed again. A request was made for D&S to bring on a sub-contractor to accelerate completion of the project. D&S was advised May 23, 2003, was the deadline for completion of the project due to the risk of losing grant funding for the entire project. On June 19, 2003, it was requested of D&S to submit a plan of sub-contractor support for the remaining work, a schedule for performing the remainder of work and financial resources available for D&S to commit to completion of the project. There were two periods of construction, initial (began with mobilization) carried on in the field until May, 2003. It appeared that the underground phase of work had been completed. A video inspection of the work allegedly completed was found to be unacceptable for recommendation to BCWSA as complete. The second period of construction, relating to rehabilitation or repair of deficient work, was performed after receipt of a detailed plan by D&S to make those repairs and rehabilitations.

Mr. Hoffman referred to 27 letters of communication addressed to D&S (listed under "Index" and Tab 2, A-AA, of the binder handout). Some of these letters were prior documented meetings. Communications included advisement of possible application of liquidated damages to the contract, possibility of contract termination if completion activities were not accelerated, jeopardy of project's grant funding, requirement for new scheduling, unacceptable site conditions and property owner impacts.

Council Member Steve Davis asked if D&S had responded back with written correspondence.

Mr. Hoffman stated there had not been any responses to items he had thus far referred to.

Mr. Hoffman stated D&S provided correspondence related to difficulties in dewatering the site. Thereafter, on January 23, 2003, (Tab 2, I), D&S was advised the dewatering proposal submitted by them and their dewatering sub-contractor was unacceptable by the South Carolina Department of Transportation. D&S was advised to proceed with conventional dewatering.

Mr. Hoffman continued with his references to correspondence (Tab 2, A-AA), wherein, D&S was advised that restoration work was unacceptable, private properties were impacted by construction work and their necessity to restore. On May 27, 2002, Berkeley County Water and Sanitation Authority issued a Notice of Default.

Ms. Ariail asked Mr. Hoffman if D&S was provided an opportunity to correct the default.

Mr. Hoffman stated they were afforded that opportunity, and D&S provided a plan for the performance of remaining work and correction of deficiencies on or about

June 25th. On July 3rd, Rosen, Rosen & Hagood notified D&S of BCWSA's acceptance of their reconstruction plan. With this acceptance, there were deadlines for performance and a requirement for D&S's involvement of three sub-contractors. D&S agreed to these conditions. The proposal by D&S included an approximate 30-day schedule. An allowance was made for inclement weather.

Mr. Hoffman stated that after acceptance of the reconstruction plan, on July 16th, Jordan, Jones & Goulding notified D&S of eight ongoing safety violations. On July 29th, BCWSA issued D&S a Notice of Termination for failure to "mobilize subcontractors, enforce a safety program, prevent surface water entrance to sewers, make substantial progress, provide timely access to property owners and resolve a valid payment claim."

Ms. Ariail called Mr. Johnny Askins to the podium. (Reference: Tab 3 of the binder handout.)

Mr. Askins stated he was the Senior Resident Construction Inspector for Jordan, Jones & Goulding, providing field inspections and daily reports to JJ&G and BCWSA. On October 8, 2003, he was asked by JJ&G to prepare a progress assessment on D&S's work. This assessment was divided into the categories of "construction, supervision and personnel, equipment, safety, easements, damage to private and public property and environmental." (Reference: Tab 3 of the binder handout.)

In addition to reiterating what Mr. Hoffman had stated, Mr. Askins stated:

- Construction: In November, D&S was unsuccessful in excavating a boring pit considered safe for the boring contractor to use. It was not until December before another boring contractor came in. D&S failed to follow accepted construction practices such as beginning at the low end of the sewer project and progressing to the upper end without interruption. Rather, they did bores, set manholes, and then tried to lay pipe between the manholes. With regards to construction staking (horizontal and vertical alignment), D&S started the project without an established benchmark. They decided to start the project on a lower elevation not specified on the plan. When the bore pit was started at Highway 52, there was no conventional dewatering, only a sump in the bore pit. D&S did not follow specifications to handle the accumulation of water in trench and other excavated areas.
- Safety: "They" were reminded on numerous occasions about ladders being placed in the trenches. Trench lines often failed to meet OSHA guidelines. With trench excavation, excessive backfill placed, surcharging weight, and cave-in endangering.
- Easements: There was a 20-foot construction easement indicated on plans at the time of bidding. Photographs taken indicated D&S ignored the easements.
- Damage to Private and Public Property: While lifting out a trench box on Davis Hill, a power line was broken, cutting power to a comatose resident. A generator had to be

hooked up to provide power to that resident. A water line to that home was broke during initial installation of sewer service. The last day of the project, upon leaving, a power line was broken that serviced the Strawberry Area. Approximately 75 percent of the area experienced a power interruption for four to five hours. The corner of a commercial building fronting Old Highway 52 was damaged by a dump truck. The roof of a shed was damaged when material being lifted fell. There were concrete pads and concrete driveways damaged. Mr. Askins walked Council through photographs shown in Tab 3-B of the binder handout. Photos revealed equipment bogged in mud, workers not wearing hardhats, and no ladders in pits or blowers in casings.

Council Member Spooner asked if there was a language barrier between workers.

Mr. Askins replied that there had been some language barriers dealing with the installation of the pipeline.

Ms. Ariail stated letters from homeowners with property damage could be found behind Tab 3-C and D. Specifications referred to by Mr. Askins could be found behind Tab 3-E. She stated behind Tab 8 was an affidavit from Mr. Stacy Harris, Code Enforcement Representative for Berkeley County. On one occasion, Mr. Harris issued three citations for tampering, surface water discharge and excavation. Ordinances violated followed copies of citations behind Tab 8. In addition, photographs showed trench boxes empty one day and filled with water the next day.

Ms. Ariail called Mr. Marc Hehn to the podium.

Mr. Hehn, Director of Procurement and the Berkeley County Water and Sanitation Authority, stated his affidavit was behind Tab 11. He stated the project was so late his department had not proceeded with two community development block grants in the previous funding cycles. If the project was not completed with the new contractor before the end of the year, there would be no grant to pay for any of this work. This work was being done in cooperation with the City of Goose Creek, and they were hesitant to embark on any new projects with the County. The County had a history of getting two community development block grants a year to work in areas already approved by Council. This project had held BCWSA up for two entire grants, so the Authority was behind at least a year because of delays with this project. He recommended that D&S be debarred for a maximum period of three years.

Mr. David Jennings stated, "I want the record to reflect the procedures drafted were at the supervisor's request, so that Counsel would know the rules by which the hearing was being conducted. Counsel for D&S received a copy of these procedures. Item 1, Registration of Participants, that has been done. The witnesses had to sign in. Each Counsel signed in their witnesses. Notice of the Procedure, supervisor did that. Supervisor shall convene the hearing; shall explain to all persons present the purpose of the hearing and the procedure to be followed, which is what we are again doing at this

point. County Supervisor will announce any time limitations that he has imposed on either the Authority or other interested parties. The Authority goes first. It makes its record and does so, either on the basis of oral testimony or written statements. The interested parties, in this case D&S, will do the same thing. The rules, which are generally consistent with administrative hearings before County Governments, provide that there will be no cross examination of either Authority representatives or D&S representatives. Although, the Supervisor and County Council may ask any questions of any witnesses. Testimony taken before County Council will be under oath and recorded stenographically or electronically. County Council records electronically. I believe D&S has a court reporter, so we are getting testimony transcribed both ways. The transcript will be available to both parties.” (A copy of the official transcript is attached, hereto, and by this reference is made a part hereof). Mr. Jennings continued, “The final step is that a notice of decision will be provided in accordance with Berkeley County Ordinances. In short form that means that, at some point, County Council will determine a result, and you will, by formal action, instruct Mr. Hehn, Director of Procurement, to write the appropriate letter. Those are the procedures. If anyone, in light of those procedures, would like to take up any witness again from the Authority, that will be fine. Otherwise, D&S will proceed with those as the rules.”

Ms. Christy Ford Allen stated she was an Attorney with Wills & Massalon, representing D&S Construction Company. Ms. Allen stated debarment hearings were a rare event, because it was a very serious action taken by a governmental body against an individual contractor. She said, “Due to the seriousness and nature of a debarment hearing, the United States Constitution requires certain procedures with regard to the due process of law that must be administered when a government takes an action, which may deprive a person of liberty or property. In this case, a debarment would deprive D&S Construction of its liberty, of its right to contract business in Berkeley County for three years. A debarment such as that would render – all other projects – he would make a disclosure, and it would probably render him unable to bid any other work for three years in this county or any other government action. For a water and sewer installer, where most of their work is government work, that is a very serious action. There has been very little case law on debarment proceedings under procurement procedures. The Berkeley County Water and Sewer has a set of procurement policies and procedures, wherein, this debarment proceeding is set forth. State governments have debarment procedures. South Carolina has a debarment procedure and a procurement procedure for its state contracts. It has a model code procedure, which contains, basically, almost identical language as the Berkeley County Procurement Procedures. The Federal Government – they also have similar procedures. In that light, there actually has been very little case law, because this is a rare event. A few Federal Appellate Courts have held that debarment hearings require certain due process procedural rights. One of those is written notice of specific charges. One of them is the opportunity to present evidence, which we are doing here tonight. One of them is the opportunity to cross-examine witnesses. That is something we are not doing here tonight. One of them is a full record maintained and recorded, a reasoned administrative finding. Both the Federal and State Procurement Codes provide for a right of appeal to either an administrative law judge, under the South Carolina

administrative procedures, or through the Federal Courts. In this case, the intent to debar issue to D&S Construction lacks specificity with regards to its reasons. It cited the legal grounds under the Procurement Code that debarment was being sought. Despite written requests by me to attorney for Berkeley County Water and Sewer, they refused to make their witnesses available prior to this hearing, and the Berkeley County Sewer Authority procedures have also precluded cross-examination of witnesses at this hearing. In the Berkeley County Procurement Code, there is no provision for appeal.”

Ms. Allen held up an exhibit, stating, “The South Carolina Procurement Code requires that all political subdivisions of the State shall adopt ordinances and procedures embodying sound principles of appropriately competitive procurement. In the same South Carolina Procurement Code, the school district, it has been determined, if they issue certain government contracts and procurement policies, they are required to adopt procurement regulations, which are substantially similar to the state regulations. I have on the left of this chart the State Procurement Code, and on the right of this chart the Berkeley County Procurement Procedures. This is the section for debarment, with all the causes for debarment listed. The non-highlighted items are identical in that the Berkeley County adopted the South Carolina Code with the exception of the highlighted items. The South Carolina Code is a model code, and it is not unusual that these certain regulations be similar. This is the debarment section. The parts that were omitted, importantly to this procedural objection, was that there was probable cause for debarment, a requirement for the State Code, which is not a requirement in the Berkeley Code. The decision and the notice of decision include a ten-day administrative review and appeal, certain other procedural requirements with regard to appeal, which was omitted from the Berkeley County Procedures. I wanted to state an objection as to that procedural nature of this hearing. Berkeley County Procedures provide only that the decision of this section shall be final and conclusive, period, and provides no route for appeal. I believe that the law of South Carolina establishes that this decision issued by this board, this Council, will either be appealed to the Circuit Court or to the Administrative Law Judge Division in accordance with the South Carolina procurement procedures. Another legal objection – this particular board just basically sets forth the grounds for the debarment, which the Berkeley County Water and Sewer Authority has initiated this action, which is the violation of contract provisions as set forth below of a character which is regarded by the Director of Procurement to be so serious as to justify debarment action. Mr. Hehn already testified this evening that he felt that D&S’s actions met that definition. However, what he did not discuss was the clauses that actually modify this deposition in that if the violation is a deliberate failure without good cause to perform in accordance with the specifications or within the time limit, or that there is a recent record of failure to perform, or of unsatisfactory performance in accordance with the terms of one or more contracts, provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered a basis for debarment. So, basically, what we have here, even according to the Berkeley County Procurement Procedures, a requirement that this Council find that D&S Construction deliberately failed, without good cause, to perform in accordance with the specifications, or that there was a record of failure or unsatisfactory performance, which

was not affected by the failure to perform or unsatisfactory performance caused by acts beyond their control. I believe, as for legal standard with regard to the deliberate nature of the failure, in accordance with South Carolina Law, in order for something to be deliberate, it has to be intentional, premeditated, fully considered or willful. We are not talking about negligence. We are not talking about failure to comply with industry. Those types of issues can be addressed in Civil Court proceedings where counties and water authorities sue contractors and sue each other all the time where money damages are awarded. In this case, the remedy being requested is to debar a local company from doing business for three years in this county, which would potentially have the effect of debarring them from doing business, probably, in this whole state. It would probably put their company into bankruptcy.”

Council Member Charles Davis expressed his concern of safety being an issue with the D&S sewer project.

Ms. Allen stated she would address some of those concerns.

Ms. Allen continued by referring to documents provided Council, specifically, an affidavit behind Tab 9, from Skanska, the General Contractor at the new Wando High School in Charleston County. Ms. Allen stated, “D&S is actually doing a \$5,800,000 contract at the new Wando High School. This verified statement from the project manager at Skanska, who attested that D&S Construction, at the direction of Mr. Dennis, has performed satisfactory, completing the majority of scope of work and supplied sufficient skilled labor supervision and equipment. They have paid all their contractors, and the project was completed in a timely way. They would recommend D&S Construction. Oscar Black, Manager of the Dorchester County Water Authority, has also submitted an affidavit in support of D&S Construction.”

Council Member Charles Davis asked if the contracts were for deep-water sewer.

Mr. Dennis replied that the new Wando High School was a deep-water sewer project, approximately 15 to 17 feet, with worse site conditions.

Ms. Allen asked Mr. Rick Dennis to please step up to the podium and be sworn in as a witness, so that he could answer questions posed by Council.

Mr. Rick Dennis continued, stating the sewer project at Wando entailed 15 to 17 feet, with it mostly running 14 feet.

Council Member Charles Davis asked about the boundary limits at Wando in comparison to the County’s sewer project.

Mr. Dennis said he had more property to work on at Wando.

Council Member Charles Davis stated the photographs revealed restrictions caused most of the problems where the overburden was not moved out of the way.

Mr. Dennis stated that the overburden was placed further back, because the County only provided a 20-foot easement. D&S had to purchase their own easements from landowners, in order to have more room to work in. The ground was so soft that sheet steel had to be laid with mats on top of the steel to keep the trackhoe from sliding.

Chairman Rozier asked if the purchase price for the additional easement was for a service, and if that service was ever provided.

Mr. Dennis stated, "A service on the one that we completed and cleaned up, yes. He wanted a new fence put up on Bob's corner. We installed him a new fence, and he signed off, accepting the work, and said he needed no further compensation. Another one, after we were put off the job, we were supposed to remove a stump for him. I called him and told him when everything was over and said and done, we would come back with our own machine and get that stump that we told him we would get. We did build, for one owner, a second entrance to get around to the back of a building. We built that out of pocket to give him another way to get to the bricks that they were talking about that were back behind the building. We did everything possible, but it just rained every day on that site, seemed like, and we were working with a gumbo clay."

Ms. Allen referred to more affidavits regarding D&S's work performance at other sites, as follows:

- "Oscar Black, Manager, Dorchester County Water Authority: D&S hired for a water installation project; over \$600,000 contract. D&S substantially completed that project, performed their work in a satisfactory manner, supplied sufficient skilled workmen and appropriate materials, worked with Authority in a professional manner to resolve all problems on the site and would recommend him (Mr. Dennis), for work again."
- "Robert Branton, Head Engineer at Cornerstone Surveying & Engineering, was also Project Engineer for Berkeley County Water and Sewer Authority on the Bonneau water extension project. During the project, Rick Dennis and his employees did 100 percent of the work under R&G Construction, the General Contractor on that project. Mr. Branton believed that Rick Dennis and his employees performed all their work adequately, provided skilled workmen, worked very hard, and worked in a professional manner to resolve all design and installation issues."

Ms. Allen continued, "In response to the Water Authority's presentation, they presented you with a notebook of correspondence. I have provided, to the Clerk, a set of exhibits, which I have not prepared 12 full copies of it. I have a couple, which contain D&S's responses to the majority of that correspondence. I feel that the implicit statement that JJ&G and the Water Authority made all these requests and demands of D&S without

including D&S's responses to those. I feel that was important to let you know that, and that the Clerk has a full copy of that. I can provide a full copy for every one of you first thing tomorrow for you to review during this review period. For example, with regard to the beginning to the project, there is correspondence responding to that well before December."

Mr. Dennis stated that D&S had been a company operating in Berkeley County four years, with a varying 20 – 40 employees and a payroll of approximately \$873,000. D&S provided his employees with health and dental insurance, in addition to a gap plan that was paid 100 percent, and paid the deductible and hospitals. Property taxes for equipment and property owned by the construction company was \$35,000. In addition, 90 percent of heavy equipment was purchased in Berkeley County from Blanchard or Mitchell. Mr. Dennis and his family had been residents of Berkeley County all their lives.

Ms. Allen referred to testimony regarding the mobilization of D&S Construction on the site in September, 2002, and asked Mr. Dennis to explain the cause of initial delay.

Mr. Dennis stated, "Initially, we mobilized on site on August 26th, the same day the notice to proceed was issued. We had all our materials delivered; we had stone delivered, equipment delivered. Everything was put on site. This was a unique job that it had four very difficult jack and borings. The site could not be started without a boring. We were having a problem getting our boring contractor to get on site. He said bad weather was delaying him; the rain was holding him up. Also, this water line that was installed, it was also installed with jack and boring. I contacted Johnny Askins and asked him, since the same contractor was doing the bores for the water contractor, if he could place some pressure on the boring contractor to do both bores at the same time. He would be in the same pit. We would just go down a little deeper and do our bore too. We also wrote a letter to JJ&G requesting that this water line not be installed over the top of our sewer line, because of the fact that, well, with a 20-foot easement, there is no way you can be 20-foot in the ground and protect a newly installed water line."

Council Member Steve Davis asked Mr. Dennis if he had that in writing.

Mr. Dennis replied, "Yes. I think we sent the letter on October 8th. It reads, 'Due to the problem of coordinating with the jack and bore contractor, we have been delayed with starting and completing our contract. Until we install the sewer line, we need to delay the water line located next to our sewer line. The reason for this is our sewer line is nearly 20 feet in the ground, and any disturbed soils above us will not be stable, causing the water line to fall in on us. We are requesting a time extension for these reasons and will be glad to place extra personnel on site as soon as our boxes are complete, in order to help alleviate this problem'."

Mr. Dennis continued by stating, "Our first sub-contractor – we never could get him there until late November. When he came on site, we were to dig the bore pit for

him. We use what is called stacked trench boxes. It means we had two 10-foot trench boxes stacked on top of each other, which gave us 20-foot of protection. My personal opinion is the contractor became worried about the difficulties of the bores and was just hunting an excuse to get away from them. Immediately after he left, we contacted Paragon Pipe Line out of Atlanta, Georgia, who is considered to be the premier boring contractor on the East Coast.”

Council Member Charles Davis asked who the first contractor was.

Mr. Dennis replied that it was S&W Bores, Jim Summers. S&W had always been used by D&S for boring work. Although, bores this difficult had never been encountered in the past.

Mr. Dennis continued, “He (S&W), said he wanted sheeting. We had it double-stacked. We had it sheeted off on the ends with sheet steel. To keep from pulling up a piece of steel - took a \$1,500 piece of sheet steel that had come in a couple days before that and cut a round hole in it, so he could push his bore through it. We made it as safe as we could possibly make it. We had been working in there for sometime. When Paragon came in, they felt that all they needed was a single box. They dug their own bore pit, and they went in with a 10-foot box. We had a 20-foot box. I felt that the hole was adequate for anybody. I had been in it. I would pitch a tent in it and sleep in it. Paragon took care of the problem. They went through there. Follow-up of what happened next, Paragon had to do this bore first (pointing to drawing), then they had to come back and make this one. The two of them had to hit exact, which is very difficult. This is a 140-foot bore, and this is a 80 or 90-foot bore. The two of them had to fit exact, because a manhole just could not squeeze down between the casings. They did this, and left their bore pit open and broke for Christmas. We went back, and to make the connection over here – we had convinced JJ&G, along with the support of the DOT, because this was an impossible bore to do – to do an open cut here. We did this open cut. We had to make a connection in here, so we worked through Christmas. We were going to make this connection. We got to within one joint of making this connection; we are on the eastside of the railroad track. Johnny Askins shut the job down. He made us come back over here, and told us we were going to have to pull the boxes and clean up over here before we could go any further. We were one joint away from being complete, so we could dress this man’s place up and get out of there. We wanted to work every day we could work, Sundays included. We worked everyday, but Christmas Day.”

Council Member Steve Davis asked if there was a tremendous price difference between the two bore companies, S&W and Paragon.

Mr. Dennis replied, “Twice as much per foot. So, even when we got a change order to extend the bore out here, I lost money, because it was a unit price. We never grumbled about any of this. We did what we had to do.”

Ms. Allen asked Mr. Dennis about weather conditions he encountered.

Mr. Dennis stated, "It started raining in September. I think everybody knows that. October has been a tremendously wet month. By the time we were able to start in November, the ground was saturated. Until we reached this point (pointing to diagram), we never hit water. The ground was dry. All of this over here, we did not even need a sump pump or anything. But, when we got here, we hit a little bit of water in the bore pit. We used a sump to keep it pumped out. When we left this location, Paragon moved out to 52 and started boring on 52. This was on January 7th. When they dug their hole down about 15-foot in the ground, they hit sugar sand, and the water started coming in from everywhere. We shut the job down and brought in Thompson Pumps, who is an authority on dewatering. Thompson said they did not think they could dewater this site. We have this in writing. They wanted to put stop drains under 52. Everyone was concerned 52 would fall in the ground. This went on between the engineers, Paragon, ourselves, DOT and Berkeley County from January 7th, with no progress being made with putting in sewer, because this was the next step that had to be done. March 17th was when they completed their bore under 52. So this is, in essence, over two months the job did not make any progress waiting on an engineering decision."

Council Member Charles Davis asked how the water problem was resolved.

Mr. Dennis replied, "We double well-pointed everything – well-pointed the other side of the highway. We never did do that. They extended the bore pit back. Instead of doing a 20-foot piece of casing, we used 40-foot of casing at a time and pushed through. They backed the orga back up into the casing, and it was actually a push in and then clean out. The guy rod and all had to be removed, because he could not extend out in front. This was a very difficult bore also. Considering the difficulty and what went on, I think Paragon did a first class job and the best they could."

Chairman Rozier asked if Paragon was who D&S was waiting on to complete the bore.

Mr. Dennis replied, "No, we were waiting on JJ&G, Berkeley County, Thompson Pumps, DOT – everybody to make up their mind on how we were going to dewater under 52 and keep 52 from falling in the ground. What everybody was scared of, especially Paragon, was they had that casing under 52 in that embankment, that sugar sand started running out, that encasement back out, we have a hallow hole under there, and 52 fell in the hole. They wanted to ensure, for public safety, that this did not happen."

Ms. Allen asked if D&S had been provided with soil borings from the Authority.

Mr. Dennis replied, "We requested soil borings from the site. We were told they could not be found and to get our own borings."

Ms. Allen asked if that was done.

Mr. Dennis replied, "Yes, we did. We did this in January, 2003."

Council Member Steve Davis asked when the project was completed.

Mr. Dennis replied, "The project is still not completed. The last joint of pipe went in the ground on May 9th. Then the line was videoed. I would like to point out something. Yes, there are some discrepancies in the workmanship with this thing, but 75 percent of the problems are inside the bores. This is the best boring contractor on the East Coast. I think any major engineer will tell you this. When there is a difficult bore to be done, they are the ones called on. Murphy's Law rode on this job. If it could go wrong, it went wrong. It went wrong for everybody."

Ms. Allen asked Mr. Dennis what his response was to damaged electrical wires of residents.

Mr. Dennis replied, "There was some damage to the electrical. We were very aware of this comatose patient. Immediately, when it happened, a call was placed to Bonneau. A generator was loaded in a truck, met somebody coming from Strawberry halfway, loaded the generator up and carried it back. We provided them with a generator. We hooked it up and everything. It is not like we ignored the problem, we were very concerned for this individual when that happened."

Ms. Allen asked, "There has been testimony and documents submitted with regard to a somewhat of an additional construction plan, which you guys negotiated in June, 2003. BCWSA's attorney wrote and corresponded the terms of that plan to you in early July, and I think it had a deadline of August 1st, to complete the job. This was prior to any termination of the contract or claim on the bond, which the Water Authority has since terminated the contract and made a claim on the bond on this project, which is a completely separate proceeding than what we are doing here tonight. What did you do in July with regard to the plan you submitted, which is in the materials to be submitted, the detailed plan for completion of this job in July, 2003?"

Mr. Dennis replied, "In July 2nd, we began installing well points. We double-lined our well points from where we had to work. At that point, we had - Lake Moultrie Water was going to come in and correct the problem between manholes 23 and 23A. There was a problem with a hole in the pipe under 52, inside of that bore. We had contacted Southeastern Pipe Survey. They are down below Jessup, Georgia. They were going to come in and fix that problem. Paragon was going to come in and fix the problem beside the bore between manhole 21 and 22. Between 22 and 23 was another bore problem. The video showed there was a problem there. Paragon was going to correct the problems between 21 and 22, which they did. Between 22 and 23, they were supposed to correct the grade problem in there, and I am still not clear what happened there. They pulled their machine off-site, but they kept coming over. I talked personally to Johnny Askins, because I was supervising the job totally at this time. I said I did not exactly know what was going on, but they are gone, and we are going to keep proceeding

with the work if that was alright with him. He said he did not care, as long as the work got done. Paragon did come over there every day or two to check on our progress of what was going on. We had started the initial digging between, what we call, 23 and 23A. Lake Moultrie did come on site the day the correction was made. They put a camera in the line and helped us with it. That correction was made in that line also.”

Ms. Allen asked, “With regard to the plan jointly negotiated between you and the sub-contractors, engineers and BCWSA for July to finish this project, how much of that plan had you completed when you were terminated from this job?”

Mr. Dennis replied, “We had completed, probably, 75 percent of the work that needed to be done at that time. We had run into a different problem. On July 17th, we found that the problem was inside the casing between 23 and 23A. The bottom of the casing had to be removed for approximately 20 feet. We did not know how far, but we wanted to take 20 feet out of the bottom of the casing on the downstream side to get correct grade. I approached Johnny Askins about this and told him we needed to cut it. He said, ‘No, you will not cut it until you get the other end exposed, and then we will make a determination from there. I want to see grades.’ I told him it did not matter what it was, we had to lower the pipe on this end in order to work. It was until July 23rd that he finally gave us the ok to cut the casing. Exactly what we said needed to come out had to come out. I think we took out 17 feet, where I was going to take 20 out.”

Ms. Allen asked Mr. Dennis how many rain days there were in July.

Mr. Dennis replied, “We were on the site 28 days. It rained 21 of them, plus, that tropical storm came through.”

Ms. Allen asked Mr. Dennis how many rain days in July were granted by the BCWSA.

Mr. Dennis replied, “I saw a letter of three, but nothing was extended. If we had 30 days, and we started on July 2nd, and put off on July 29th, we were only there 27 days.”

Ms. Allen stated, “You heard some testimony earlier and saw some documents and materials submitted by the Water Authority with regard to rain days they had computed, a calculation of rain days totaling over the time period in conjunction with the number of days on the project. Let me refer to the document.”

Mr. Dennis stated, “Over 93 days. I think, if you take into consideration the job was shut down for two months, and then the rain days we had, on May 9th, we were only a couple days behind if everything was added up.”

Ms. Allen stated, “In Exhibit 2 of the Water Authority’s presentation, there is a letter that references time extensions for 40 days of change conditions, 26 rainfall days,

and 31 impact days. Were you ever notified that you were granted that extension on this contract?"

Mr. Dennis replied, "I am not going to say we were not. I personally have not seen that letter, but that does not mean that letter did not come through. I cannot say. We did take that many days, yes, we were still working. I do not know whether they were extended or we were paying LD's."

Ms. Allen asked Mr. Dennis if he had ever walked off a construction job before.

Mr. Dennis replied, "Never."

Ms. Allen asked Mr. Dennis what projects he was presently working on.

Mr. Dennis replied, "D&S is currently involved in the Wando High School, which is a premier job. We are working for Skanska, who is the largest contractor in the world right now. Also, there is a job we are working on at Remount and Aviation."

Mr. Steve Davis asked, "Do you regret doing this instead of sticking with planting cotton?"

Mr. Dennis replied, "Well, I still plant cotton, and that is my love. To be honest with you, that is my love. My son does not like the farm. This was started for him. I think this was a bad circumstance; it was a bad job. I think we have done all that could be expected. I would like to say something though. The day that we were shut down, we had the bottom of the casing cut out. I had explained to Johnny Askins that morning that we were going to complete the cutting of the casing out that day. This is the first day it had not rained in two weeks. I had called in a second crew off the Wando job. They arrived about 1:00 o'clock on site. We were going to run one crew setting manholes, one crew threading the casing inside. We had brought in a light plant, so we could work in the night if necessary. If we had been left alone that day, the next morning, this sewer system would have been complete and on grade."

Council Member Steve Davis stated an issue had been raised about language barriers, and he asked Mr. Dennis if this was so.

Mr. Dennis replied, "We have some Mexicans working for us. We had a language barrier. We had a very good Mexican pipe crew. The leader of it went back to Mexico to visit right in one section of the system. We do not have a problem with that system. That was accepted. Where the problems are, the ground was unstable. We put this pipe on pilings out of our pocket. We did not ask the County for money. We did ask them for a time extension, which they denied. But, we paid for it out of our pocket, because we were trying to get the job complete. At the time this line was installed, my best people were in the ditch. My son was in the ditch. Jason Hill was in the ditch.

These were the lead guys; Wendall Doitry, who is considered by RH Moore, maybe, the most talented trench man they have ever seen.”

Ms. Allen stated, “Mr. Dennis, just one last question. You have looked over some of the affidavits submitted tonight by the Water Authority with regard to the safety concerns and the overflow issues in July, 2003. Would you briefly address your position with regard to those issues?”

Mr. Dennis replied, “On the overflow, the safety, we provided them with ventilators. We can show the rentals for them. I have an affidavit here from the guy who was in the casing – provided an affidavit that he was provided with a ventilator. He had no idea that was going to be said tonight anyhow. And, with a gas monitor, on top of that, which he wore around his neck. So, he was thoroughly protected inside this case. This sewer overflowing in these peoples’ yards – this problem occurred on Thursday. I think they said it was on the news. They showed up on our site. It was either Wednesday or Thursday. They showed up on our site Friday morning checking our safeguards. All our safeguards were in place. Our pumps were running. Our plugs were in place. Everything was fine. Stacy Harris stated to my foreman that was there on the job, because I was in Atlanta picking up the spiders to thread this pipe – he stated to him, ‘this was not over with.’ Saturday morning, we had four pumps, one backing up the other, Thompson pumps. All four pumps were running at 8:00 o’clock that morning. I got a guy to check them. He said he would take a polygraph to it. At 10:30, all the pumps were on, our plugs had been removed, and we were told by a Berkeley County employee, I do not no his name, and Johnny Askins, that they tried to call all of us to let us know what was going on. I asked him for a list of the numbers they called. They told me they had them at home. I said, ‘I want the numbers.’ I have never been given the numbers. I asked for Johnny Askins phone record to show that he called our mobile phones or our home phones.”

Ms. Allen asked, “Do you deny that you were contacted with regard to that issue?”

Mr. Dennis replied, “Oh, we were contacted in our office here in Moncks Corner, which is on a Saturday morning, which everybody knows is closed – anybody who works for us – they were given emergency numbers for our homes and mobile phones. Not one of these numbers were contacted.”

Ms. Allen asked, “Mr. Dennis, can you currently bid on any County jobs right now?”

Mr. Dennis replied, “No.”

Ms. Allen asked, “What do you believe the effect would be on being debarred from Berkeley County work for three years on your business?”

Mr. Dennis replied, "I think it would be detrimental. I mean, I believe the company would fold."

Council Member Charles Davis asked, if, during the time pictures were taken, anyone had stopped his work.

Mr. Dennis replied, "Never. That was one thing I brought up. If they were citing our work for safety, why were we not stopped? They never shut us down for a safety violation at all."

Ms. Allen called her last witness, G. Robert George.

Mr. George stated he was a Consulting Engineer and Vice President of G. Robert George & Associates. He held engineering licenses in North Carolina, South Carolina, Georgia and Florida. Sixty to seventy percent of his business was water and sewer. He said he had 30 years experience with water and sewer, in addition to exclusive low country (East Coast), experience in environmental soil and weather conditions.

Ms. Allen stated, "You have been asked to serve as a consulting expert in this case. Would you please tell the Council what documents you reviewed and what people you have spoken with in your investigation of this matter?"

Mr. George replied, "I looked through the contract documents and a lot of correspondence. I talked to Rick Dennis and talked to Oscar Black, and a couple of people that were referenced to the contractor's qualifications. They were in the bid documents for this particular project. It was in the actual contract set, the executed set. I went through those and a lot of related correspondence. I went through a rather detailed analysis of rainfall for the last 13 months."

Ms. Allen asked Mr. George's opinion of the significance of a local contractor being debarred from County work in this area of the state.

Mr. George replied, "I have never heard of a contractor being debarred in my professional career. In the qualifications that we require and Berkeley County Water and Sewer require are fairly standard in a bid for a project. Debarment, if I read their criteria correctly, a debarment would amount to placing a contractor in a position where he would simply not be qualified. He would be disqualified from bidding. He probably would not be able to get a bond. So, I think, my first reaction was a debarment, what for? You basically shut him down. You are going to invoke his bond. There is going to be a lawsuit coming out of this, probably a trial. The debarment, if you want to make an example of somebody, you hold him up by the neck and shake him and say, 'contractors do not ever do this again, because this is what Berkeley County does.' I had a conversation with Robert Branton about this, this morning. Robert Branton is the Engineer from Cornerstone. And, I asked him about some of the work that D&S had done. To me, debarment is a two-edged sword. You will surely accomplish your

purpose. If you debar this contractor, he probably is going to be facing bankruptcy. As such, he is going to go out of business, and his employees are not going to have a job. If you just figure two or three dependents per employee, you are talking about a lot of Berkeley County citizens that are going to be in a world of hurt. The other thing is, you are going to send a very clear message to all the contractors who bid work that you are tough, that you are going to cram it down somebody's throat when you have an opportunity if they do not do exactly what they are supposed to do. Well, this is a star-crossed job that is snake bit. We all know it happens in life. This just happens to be one. He mentioned Murphy. I think of Lil Abner, the guy that had the cloud that followed him around all the time. This is the job. Everything that could of happened on this job happened. But, you are going to send a clear message to other contractors that you are tough, and you are going to enforce these things. I believe, professionally, you are going to pay for that. You are going to pay for it, because contractors are going to say, 'I know I am going to walk the straight and narrow when I work in Berkeley County, so I am going to increase the cost of doing business in Berkeley County.' So, this sword cuts both ways."

Ms. Allen asked, "Mr. George, given a score of one to ten for a difficulty level with regard to the design and installation specifications for this job, where would this project rate?"

Mr. George replied, "I will answer that a little indirectly. I just finished designing, and it is under construction now, a three and one-half mile trunk sewer project (36-inch diameter trunk sewer sunk 22 feet in the ground). Paragon Pipe Line finished a 72-inch, 400-foot long bore on that project. It was a close-faced bore. I cannot imagine anybody other than Harold Johnson, with Paragon, touching it. Harold, to me, is the absolute perfect guy to have on a job. You have back-to-back real small diameter bores here. Interestingly enough, on the CSX permit, if you look at the CSX permit, the casing, what the outside sleeve that you jack into the soil, that casing was 14 inches in diameter on the CSX permit. On these drawings, it is 18. You have an 8-inch pipe that the outside diameter of the 8-inch pipe is 11.78, the bell. You do not have enough room to hardly stick my hands between the bell and the casing on a 14-inch. They did increase it here (referring to diagram). As an engineer, I will tell you, this is deep, and it is on minimum grade. There is no safety factor allowed whatsoever. Technically, it is correct. Everything would have to go in perfectly – no room for error. When you jack and bore at that depth through these alluvial soils that have the variation in density and the variation in character that they do, that long slender tube is like pushing a straw through sand. It gets off, up, down, left, right. In this case, the boring contractor was trying to take two bores and reach one point, and he was doing it very remotely from 20 feet under ground. I have designed a lot of them. I would not have designed it that way. I would have found another way. I did not design this job, but that is difficult when you have a manhole sitting between two long, small diameter bores that deep in this kind of soil."

Ms. Allen asked Mr. George what the standard was for construction easements on these type jobs.

Mr. George replied, "Normally, if you do not have one side on a right-of-way, and you do not have a place to store and queue your materials, you provide a construction easement. The deeper you go, the wider the permanent easement is too. The question about having to stockpile on one side and load the rock with a front-end loader and everything else, and these kinds of conditions, 20 feet – you are not going to be able to do it. Not when the top of the trench is probably going to be 15 or 16-foot wide, if you are lucky, at that depth."

Chairman Rozier asked if the 20-foot easement was not spelled out on the plans.

Mr. George replied, "Yes, Sir, good point. You bid it to where you see it. There is not a single thing in the plans and specs on jacking and boring and casings. Bid it like you see it. How do you bid it?"

Chairman Rozier asked if the County hid the 20-foot easement from anyone.

Mr. George replied, "No, Sir, you did not hide it. It was there."

Ms. Allen said, "Mr. George, just to cover one last issue in our time tonight. You said you reviewed some rainfall data. Members of Council have been provided a summary of your rainfall analysis on a sheet of paper. Can you kind of briefly just explain what you reviewed and what conclusions you were able to reach with regards to rainfall on this job?"

Mr. George replied, "I made a little brief spreadsheet. And, what I used was the international airport station, because it is the only station by which there is an hour-by-hour rainfall with NOAA certification available. If you look, from August, 02, to August, 03, by day, the number of rain days that rainfall was recorded during a month, the number of trace days that there was rainfall as a trace, the percent of days per month that there was either rainfall or trace rainfall, the total precipitation for that month is the next column. The average precipitation is the average precipitation for a 10-year period in Charleston County. That is 10 years. Then, the final column to the right is the percent of precipitation that occurred in any one of those months based upon the 10-year average. If you will look, October, 02, there was 88.44 inches. That is 291 percent of the monthly average. November, 02, 227 percent of monthly average; December, 02, 146.7 percent monthly average. If you go on down, it got real dry in January. They have 30 percent monthly average. It picks back up in March, 165; April, 03, 195; May, 03, almost 120. Interesting to note, drying conditions around here – if you do not have something done by about Thanksgiving, do not do it until about March 15th. From that point on, the ground water tables are seasonal high. You are going to have real poor drying conditions, and everything is just going to stay wet. Sites are going to stay wet. They can only dry from the top up. You are not going to get any real good drying conditions."

Ms. Allen stated, "Mr. George, the contract specifications and contract documents in this case state that the contract time, as stated, is reasonable, taking into consideration the average climatic conditions. Did this area of the County experience average climatic conditions during the term of this contract?"

Mr. George replied, "I do not see how anyone could make that determination based upon a review of the rainfall data. It was far above average."

Councilman Steve Davis asked Mr. George if he saw any safety issues on the material that was reviewed.

Mr. George replied, "Councilman Davis, I looked at photographs. I have not really had an opportunity to really dig into it. I will review it before it goes to trial, I am sure."

Ms. Allen stated, "I would just like to reiterate the legal requirements for debarment, and that is a deliberate failure to perform with the contract specifications or repeated acts of nonperformance where issues, which are beyond the contractor's control, are not to be taken into account. We believe the evidence presented here tonight shows that this matter, while it may be the subject of a contract termination, it may be the subject of a claim on D&S's bond, it may likely or will likely be the subject of civil litigation, should not be the subject of a debarment of D&S Construction from Berkeley County work for the next three years. If I could have until tomorrow, 5:00 p.m., to submit the full set, with 12 copies to the Council, of all the documents in response to the Berkeley County Water Authority's documents. I would appreciate that extension."

Chairman Rozier stated, "Certainly. Let me make a recommendation, if you will. There are several different options we have. One option would be to vote now. I do not think that is an option, to be honest with you. The other one, if you have legal questions, we can go into Executive Session. The other one is to postpone the vote until, at least, the 20th of October, which will be our next time to meet. We can have it on the agenda. It will allow the opportunity for Ms. Allen to provide the information to Council Members."

Council was in agreement with this postponement.

Council Member Fish asked how much money D&S had been paid for this project.

Mr. Marc Hehn said he did not have that information.

Chairman Rozier stated, "If we could be provided with the amount of money that has been paid, the amount of money that it is still going to cost to finish this project, and the difference between that and the initial bid, so Council can have that information."

Council Member Charles Davis asked Mr. Dennis if he estimated the jobs for D&S, and if he also installed.

Mr. Dennis replied that he did both.

Council Member Charles Davis asked Mr. Dennis if he had submitted a formal plan, or if that was requested of him (i.e., what type equipment would be used, anything with a jack and bore, dewatering plan and what type pumps).

Mr. Dennis replied, "We had to submit our sub-contractor, who we were going to use, who was S&W at the time. Dewatering plan, I do not know if we had an initial plan for it. Our plan was when we hit water, to put in a well-point system, which we did once we hit it. I would like to point one other thing out too. All along 52, ever since that road was rerouted, DOT does not have an easement for drainage. That water just accumulates there, so every time it rained, all the water off DOT come back on this job site too and flooded it out. We asked several times for a way to route this water away from us. JJ&G, to my knowledge, contacted DOT. DOT did nothing about getting a way to route this water. This water actually comes back through the peoples' yards and runs out to the railroad ditches. That is how it has to leave there from DOT. So, I mean, every time it rained, we got flooded with that also."

Ms. Bright Ariail stated, "I have one quick question for Council. D&S was put under suspension until conclusion of the debarment proceedings. The initial suspension was for 90 days. We have extended that at the request of D&S, so that they could be given an extra 30 days to prepare for this hearing tonight. I am concerned that needs to extend until Council makes that decision."

Chairman Rozier stated, "I would suggest, yes, that it be extended until Council makes the decision."

There was no objection from Council.

Ms. Allen stated, "I have no objection to that."

It was moved by Council Member Spooner and seconded by Council Member Crosby to adjourn the Special Meeting of County Council. This motion was passed by unanimous voice vote of Council.

Meeting adjourned at 11:00 p.m.

S/Barbara B. Austin
Clerk of County Council

November 17, 2003
Date Approved

NOTICE OF SPECIAL MEETING OF BERKELEY COUNTY COUNCIL

Chairman: Mr. James H. Rozier, Jr., Supervisor
Vice Chairman: Mr. William E. Crosby, District No. 3

Members: Mr. Milton Farley, District No. 1
Mrs. Judith K. Spooner, District No. 2
Mr. Charles E. Davis, District No. 4
Mr. Dennis L. Fish, District No. 5
Mrs. Judy C. Mims, District No. 6
Mr. Caldwell Pinckney, Jr., District No. 7
Mr. Steve C. Davis, District No. 8

There will be a **special meeting** of **Berkeley County Council** on **Monday, October 13, 2003**, in the Assembly Room, Berkeley County Office Building, 223 N. Live Oak Drive, Moncks Corner, South Carolina, following the meeting of the Committee on public Works and Purchasing, the Committee on Planning and Development, the Committee on Water and Sanitation, the Committee on Community Services and the Committee on Justice and Public Safety at **6:00 p.m.**

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

PUBLIC DISCUSSION – Requests to be heard must be made prior to Call to Order and comments must be limited to Agenda items being considered for final action.

EXECUTIVE SESSION to discuss matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by the county; or the receipt of legal advice where the legal advice relates to a pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the County in other adversary situations involving the assertion against the County of a claim.

CHAIRMAN OF COUNTY COUNCIL

A. Presentation by Strategic Development Group, Inc.

B. J. Marc Hehn, Director, Berkeley County Water and Sanitation Authority,
Re: **1. Debarment of D&S Construction**

C. RESOLUTION:

1. Resolution proclaiming the week of October 23-31, 2003 as **National Red Ribbon Week** in Berkeley County.

[Recommended by Committee on Community Services]

UNFINISHED BUSINESS

NEW BUSINESS

ANNOUNCEMENTS

ADJOURNMENT

EXECUTION OF DOCUMENTS BY COUNCIL

PUBLIC DISCUSSION

October 8, 2003
S/Barbara B. Austin
Clerk of County Council